OPEN Doors

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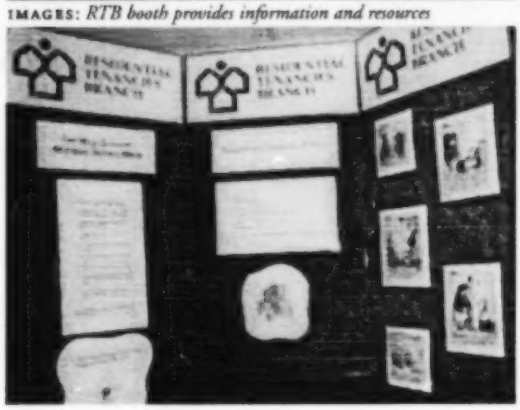
RTB reaches diverse groups with information sessions



IMAGES: *RTB booth provides information and resources*

To better help clients understand their roles and responsibilities, the Residential Tenancies Branch (RTB) is conducting a series of information sessions this spring. The sessions include information for a wide range of groups: from high school students who are thinking about their future careers and first apartments to property managers.

High school students were the focus at the *2005 Rotary Career Symposium* held in March. Over 14,000 students attended the career symposium and hundreds stopped at the RTB display booth to get information about a wide range of subjects, from applying for an apartment to giving notice.

"We want to help young people understand the rights and responsibilities of having their own apartments," says Rosaire Lemoine, Residential Tenancies Officer. "The career symposium is a good time to talk about the process of finding and applying for an apartment and managing issues that may come up as young adults take on the responsibility of their first apartment ."

RTB also presented at the Professional Property Managers Association conference and trade show *Suite Living 2005: A New Outlook*.

The branch provided information in a variety of seminars from applications and screening and the lease agreement to dispute resolution and repair and maintenance.

Improved service at the branch

The branch is now able to offer immediate mediation to clients. As well, a new virtual file system allows easier access to information and evidence. These are two improvements at the branch.

"Changes to our systems let us process cases more quickly and provide better service to our clients," says Anne McEachern, manager, Branch Support Services. "We're also in consultations to find the best way of incorporating our systems with those of our clients so that we can file applications and notices online and make the best use of new processes."

These changes help client service officers and hearing officers handle inquiries and disputes more efficiently. The changes are part of an overall project at the branch to offer better service to clients.

Rules and requirements in tenancy agreements

In addition to a standard residential tenancy agreement which sets basic requirements for a lease, landlords can set other rules as long as they are reasonable. These requirements or rules should be clear and easy to understand and must be in writing. Both the landlord and tenant should have a copy.

"A landlord can refuse to allow tenants to use barbecues because of the risk of fire," says Edward Yu, manager of Client Services for the Residential Tenancies Branch. "Landlords can also refuse to allow tenants to have pets. Or, they can set general guidelines for the kind of pets tenants can have."

Landlords may set rules on where and how they will accept rent from tenants, or have a no smoking policy for common areas such as hallways, entrances and laundry rooms.

Although landlords can't insist that tenants carry liability insurance as a condition of tenancy — unless a tenant has a waterbed — the branch recommends tenants consider buying an insurance package for their own protection.

More information about these kinds of rules is available in the Policies and Procedures Guidebook at www.residentialtenancies.mb.ca or at any branch office.

Ending a tenancy:

landlords' rights and responsibilities

Specific notice is required before landlords can end a tenancy. A valid notice of termination must be given to the tenant, outlining which parts of the *Residential Tenancies Act* allow landlords to give notice. If a tenant doesn't move after receiving notice, an order of possession issued by the branch is required to enforce a valid notice of termination.

When applying to the branch for an order of possession, landlords must use the application form the branch provides and attach a copy of the notice of termination. A non-refundable filing fee of $60 is required.

When landlords apply for an order of possession, they may also make a claim for rent arrears, damage or other compensation.

The branch makes decisions on applications for orders of possession at a hearing. The branch holds hearings in Winnipeg, Brandon and Thompson and in other judicial centres in the province.

After a hearing, the branch may direct two orders. The branch may issue an order of possession if tenants fail to meet their obligations under the act or their tenancy agreement. Orders of possession direct tenants to move out of the rental unit by a specific date — usually seven days from the date of the order. Tenants have seven days to appeal an order of possession to the Residential Tenancies Commission. The other order directs tenants to pay their landlords compensation for rent arrears and/or damage. Tenants have 14 days to appeal the order.

The branch will grant an order of possession only if a landlord's notice of termination is valid.

Before landlords withdraw or substitute services, tenants should receive three-months' notice

When services change, tenants must receive proper notification and landlords must provide compensation or alternate arrangements.

"Sometimes building codes or fire and safety bylaws change and landlords have to make appropriate alterations. Other times, standards change and landlords update services," says Laura Gowerluk, acting director of the Residential Tenancies Branch. "When this happens, tenants are affected, so they must be given notice and appropriate adjustments to their rent."

Once a landlord applies for a withdrawal of service, the branch invites tenants to view the application. The branch then assesses the value of the service or facility that is withdrawn. The branch can also decide if the service the landlord proposes to substitute is comparable to the existing service.

"Sometimes tenants must be compensated for reduced services, and other times alternate arrangements can be made," Gowerluk says. "For example, if garbage chutes must be closed it may be reasonable to provide a central garbage facility."

Landlords can use applications provided by the branch or other forms that provide the same information.

Rehabilitation plans: *what you need to know*

A landlord who plans to make major improvements to a rental unit or residential complex in exchange for an exemption from rent regulation must apply to the branch for approval of a rehabilitation plan. The plan is a detailed proposal for major improvements to a residential complex. The branch supplies the application form.

If the branch approves the landlord's application, it will grant the landlord a temporary exemption from annual rent increase guidelines.

When applying for approval of a rehabilitation scheme, a landlord must pay the branch a non-refundable application fee. The fee is $500 plus $5 per rental unit, to a maximum of $1,000.

Landlords must apply for approval of the plan before they've incurred 20 per cent of the total cost of the project. Within 14 days of applying to the branch, landlords must give tenants written notice of the plans. Landlords must also give tenants a chance to inspect the application and the supporting information.

To qualify as a rehabilitation scheme, a landlord's plans must provide for major improvements to one or more of the following: structure, electrical wiring, plumbing, heating, insulation and thermal efficiency.

The improvements must substantially increase the life expectancy and the quality of the residential complex and the rental units in the complex.

The branch has established rehabilitation standards. Anyone who is considering a rehabilitation scheme should contact the branch for the most up-to-date information on the established standards.

During renovations, landlords must tell tenants — in writing — when contractors will be going into their units and if there will be any disruption of service. Landlords must also minimize disruptions to tenants.

If tenants must move out to allow a landlord to do the work, the landlord must give them at least three months' written notice to end the tenancy and pay the tenant's moving expenses up to $350.

Tenants who lived in a residential complex before the rehabilitation must be given the first chance to move back. Landlords must charge returning tenants the lowest rent they would charge any other tenant for the same unit.

If a plan is approved, the rental unit(s) or complex can be exempt from the annual rent increase guideline for up to five years. The landlord is still required to give the tenants three months' notice of any rent increase.

More information about rehabilitation plans is available at www.residentialtenancies.mb.ca and in the Policies and Procedures Guidebook.

Giving notice: *Information for landlords and tenants*

A tenant can sometimes give notice before the end of a tenancy and likewise, there are times when a landlord can give a tenant notice to move out before a lease is up.

If the landlord doesn't make necessary repairs to a rental unit, a tenant may be able to give notice once the landlord has had a chance to correct the problem. If after receiving a written request from the tenant, the landlord does not remedy the situation the tenant may be able to end the tenancy.

Tenants can give notice that they are moving out on the phone, in person, or in writing. A written notice must include the address of the rental unit, the date the tenancy is to end and the signature of the person moving out.

The amount of notice a tenant must give depends on the tenancy agreement. If a tenant pays rent from week-to-week or month-to-month, the tenant must give one full rental payment period's notice. If leases end on a certain date, tenants are responsible for the rent until the year is over, unless they assign the agreement to someone else.

A landlord can ask tenants to move out if the tenant is causing problems or if tenants are not living up to their rental responsibilities. This includes situations where the tenant damages the property or doesn't keep it reasonably clean, disturbs others, endangers the safety of others or breaks the house rules or terms of the tenancy agreement or lease.

In these situations, a landlord must give a tenant a written warning to correct the problem within a reasonable time. If it's not corrected, the landlord can ask the tenant to move out with notice of one rental payment period. In extraordinary situations, for example, if the tenant is endangering the safety of others, a landlord may be able to give less notice.

Tenants can be asked to move if the landlord wants to move into the unit or plans an extensive renovation that would make it unsuitable for occupancy. In these cases, a landlord must give notice of at least three rental payment periods. If the tenant has school-aged children or a year-to-year tenancy agreement, there are special requirements for giving notice. A landlord's notice to a tenant must follow specific requirements and must be hand delivered to the tenant or an adult at the tenant's residence.

The length of the notice depends on the circumstances. For example, if a tenant is more than four days late in paying the rent, a landlord can ask a tenant to move out immediately. A notice for non-payment of rent must include very specific information.

For specific information about giving notice, landlords and tenants should contact the Residential Tenancies Branch.

Claims against a security deposit

If tenants haven't met obligations of their tenancy agreement, landlords may make a claim against a security deposit when the tenant moves. In turn, tenants may dispute this claim.

If a landlord and tenant can't agree on a claim against a deposit, they can ask the Residential Tenancies Branch to help them resolve the dispute. When a landlord or tenant contacts the branch for assistance, the branch will first offer mediation to resolve the dispute. If mediation is not successful, the branch will decide if the landlord can keep the security deposit or must return all or part of the money to the tenant.

"For a claim to succeed, landlords must prove a financial loss caused by the tenant," says Nick Trusewych, manager of Mediation/Adjudication Services for the branch. "Landlords must prove the amount of the loss and that it took place during the tenancy. They must also show they tried to keep losses to a minimum."

These claims include items such as advertising or cleaning costs assignment/sublet fees, late payment fees and rent. A landlord can also claim the cost of repairs or replacing damaged or missing items and utility bills.

The guidelines for determining claims against a security deposit are available at www.residentialtenancies.mb.ca or at any branch office.

Need information?

ONLINE www.residentialtenancies.mb.ca

OFFLINE In person or by phone

Visit your branch office Monday to Friday from 8:30 a.m. to 4:30 p.m.

Winnipeg at 302–254 Edmonton Street
or call 945-2476

Brandon at 157–340 9th Street
or call 726-6230

Thompson at 113–59 Elizabeth Drive
or call 667-6496

Toll-free 1-800-782-8403

Manitoba

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